

LEASE FOR HISTORIC STRUCTURE

HERN/CLIPPER BUILDING

KLONDIKE GOLD RUSH NATIONAL HISTORICAL PARK

SKAGWAY, ALASKA

NATIONAL PARK SERVICE

UNITED STATES DEPARTMENT OF THE INTERIOR

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HERN/CLIPPER BUILDING

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A. INTRODUCTION

Pursuant to the National Historic Preservation Act as amended, 16 U.S.C. section 470h-3, and the implementing regulations at 36 CFR part 18, this LEASE, made by and between the United States of America, National Park Service, hereafter referred to as "NPS", acting through the Superintendent, Klondike Gold Rush National Historical Park, hereafter referred to as the "Superintendent" and _____, hereafter referred to as the "Lessee":

WITNESSETH

B. PREMISES

That the United States of America, for the consideration hereinafter set forth, hereby leases to the Lessee, beginning on _____, 2005 ("commencement date") and ending on December 31, 20____, the following described property together with the building and improvements now located thereon as well as all improvements thereafter constructed in accordance with the provisions thereof (the portions of the land, leased portions of the building, and improvements are hereinafter collectively referred to as "the Premises").

1. LOCATION

The first floor only of the building known as the Hern/Clipper Building, which is part of the Mascot Saloon Complex. The building is situated on a portion of the northeast one-half of Lots 5 and 6, Block 35, Skagway, according to Plat No. 1, Skagway Recording District, First Judicial District, State of Alaska, whose street address is 270 Broadway, Skagway, Alaska.

2. DESCRIPTION

The historic Hern/Clipper Building, at 270 Broadway, is a two-story, restored and rehabilitated wood frame historic commercial structure which has approximately 21 feet of store front on Broadway between Second and Third Avenues. The lease unit is located on the first floor only, and amounts to approximately 705 sq. ft. of building area (first floor mechanical room, staircase, and second-floor spaces are excluded in their entirety from this lease and reserved for the exclusive use of NPS).

C. CONDITIONS

This LEASE is granted subject to the following conditions:

1. RENT

- 1.1 The Lessee shall pay to the United States as rent for the premises during the first year, the sum of _____ dollars (\$_____).
- 1.2 Rent shall be paid monthly and due in advance on the first day of each month. The monthly rental payment shall be one-twelfth of annual rental amount. First payment shall be made on the commencement date.
- 1.3 The Lessee shall also pay to the United States, on demand, any sum which may have to be expended after the expiration, revocation or termination of this lease in order to return the premises to the condition required by Condition No. 18 hereof.

- 1.4 Rent shall be made payable to the National Park Service and forwarded by the Lessee directly to the Superintendent, Klondike Gold Rush National Historical Park, in the form of a check or money order. Rent payment may also be deposited electronically using the system and account identified by the Superintendent.
- 1.5 Any amount of rent not paid within thirty (30) days of the due date will be subject to an interest charge for each 30 day period, or portion thereof, plus an administrative charge of \$10.00 for each transaction related to the unpaid balance. The interest rate will be the rate computed by the U.S. Department of Treasury for use in Federal debt collection.

2. RENTAL ADJUSTMENTS

- 2.1 The rent for each subsequent year shall be the sum in dollars equivalent to the present purchasing power of \$ _____ .
- 2.2 Such rent shall be determined by dividing the first year's rent (\$_____) by (appropriate number), being the average index number for the 12 months immediately preceding commencement of the lease as appears in the Consumer Price Index and then multiplying that amount (\$) by the corresponding index number for the 12 months that precede the commencement of each subsequent year of this lease.

The Consumer Price Index (CPI) referred to is the "Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, (1982-1984 = 100)" published by the U.S. Department of Labor, Bureau of Labor Statistics. If the CPI has not been published in time to be applied to the first monthly rental payment for a subsequent year, the lessee will pay by the first day of the month the lease amount for the previous month. After the CPI has been published, the additional rental amount applicable to the first month as a result of the application of the CPI will be paid at the time the second month's rent is due. If this index ceases to be published, the Superintendent will designate another regularly published cost-of-living index approximating the national Consumer Price Index.

- 2.3 Immediately following the end of each five year period of this lease, the rent may be reconsidered for a period of 180 days. During the reconsideration period, the National Park Service and/or the lessee may propose adjustments to the rent by mailing written notice to the other party of such proposal before the end of the reconsideration period. The reconsideration of value will be based upon an appraisal that has been reviewed and approved by a federal review appraiser for compliance with the Uniform Standards for Professional Appraisal Practice and the Uniform Appraisal Standards for Federal Land Acquisition. If the parties fail to reach agreement on the adjustment within 60 days of the written notice of the adjustment, the adjustment determined by the National Park Service shall go into effect, provided that, the lessee may extend this period by appealing such adjustment to the Regional Director, Alaska, National Park Service. Such appeal must be received by the Regional Director within 30 days after the end of the 60 day period. The appeal must be in writing and include the lessee's detailed position regarding the basis for the disagreement. The final determination of the Regional Director shall be conclusive and binding upon the parties. The final adjustment shall be retroactive to the commencement of the applicable lease period for which a notice of reconsideration was given.

3. INVENTORY AND CONDITION REPORT

- 3.1 As of the commencement date of this lease, a "Joint Survey and Inspection of Government Leased Property" (Exhibit B) of all personal property and improvements of the Government included in this lease shall be made by a representative of the Superintendent and a representative of the Lessee to reflect the then present condition of

said property. A copy of said inventory and condition report shall be attached to and become a part of, as fully as if originally incorporated in this lease.

- 3.2 At the expiration, revocation, or termination of this lease, a "Joint Survey and Inspection of Government Leased Property" (Exhibit B) shall be made by a representative of the Superintendent and a representative of the Lessee. The "Joint Survey and Inspection of Government Leased Property" shall constitute the basis for settlement by the Lessee with the Superintendent of leased property shown to be lost, damaged, or destroyed, any such property to be either replaced or returned to the condition required by Section 18 hereof, normal wear and tear excepted, or at the election of the Superintendent reimbursement made therefore by the Lessee at the then current market value thereof.
- 3.3 The Lessee has inspected and knows the condition of the premises, and it is understood that the same is hereby leased without any representation or warranty by the Superintendent whatsoever, and without obligation on the part of the Superintendent to make any alterations, repairs, or additions thereto unless already agreed to in writing.

4. USE

- 4.1 The Lessee will use the premises and the improvements thereon for the purposes specified in the RFP and this lease, and no other purpose, without the written consent of the Superintendent. The principal uses of the building are _____.
- 4.2 Food preparation, food service, overnight accommodation for the public, and residential uses are prohibited.
- 4.3 Arcades, alcoholic beverage service, and entertainment inappropriate for a family audience are prohibited.
- 4.4 Storage or any other use is prohibited in the crawl space, attic, or exterior boardwalks and grounds.
- 4.5 This lease provides for no parking spaces for Lessee vehicles. Short-term parking for loading/unloading of merchandise is permitted in the rear of the building. Vehicles will not be parked on the premises.
- 4.6 The following items will not be sold or displayed:
- Tobacco products sold from vending machines.
 - Illegally obtained materials (e.g. materials from protected areas, sources or species) and merchandise made from illegally obtained materials.
 - Merchandise that is improperly labeled as to its source, manufacture, or nature.
 - Pre-historic or historic archeological artifacts or vertebrate paleontological specimens except that:
 - Newly carved "fossil" ivory (ancient ivory carved by contemporary individuals) may be displayed and sold provided that they are accompanied by written certification that the ivory was legally collected, transported, and crafted.

Lessee must maintain and make available for inspection by the Superintendent

documentation evidencing the origin and nature of merchandise items made in whole or in part from wild plant or animal parts. The Superintendent may also require that same information to be included in public sales displays by the Lessee.

- 4.7 Lessee will not solicit by crying out to passersby from within the premises through doors or windows.
- 4.8 The United States, its officers, agents and employees retain the use of the all non-leased portions of the building, lands, and improvements and may use the exterior of structures and the grounds of the premises for public interpretation, or any other uses which the Superintendent determines may be in the best interest of the National Park Service.
- 4.9 Exterior building signs and window signs must conform to the park's Historic Sign Guidelines and shall not be erected or displayed until approved by the Superintendent and the Skagway Historic District Commission. Temporary window signs are permitted consistent with Historic District Commission ordinance excluding political campaign posters, but at no time shall temporary signs exceed 11" X 17" (or equivalent area) dimensions.
- 4.10 The building will not be used for any activity generating loads greater than 75 pounds per square foot, uniformly distributed.
- 4.11 No storage or use of any type is allowed in the crawl space attic, mechanical and sprinkler valve room, or exterior boardwalks and grounds except as provided herein.

5. UTILITIES

- 5.1 The NPS is responsible for providing water, sewerage, electricity, heating oil, and trash removal services to the premises year round. The Lessee will pay to NPS one quarter (25%) of the actual cost of each of these utilities and services. NPS will inform Lessee every three months in writing of the cost of the utilities and services for the preceding period and inform the Lessee of the corresponding amount owed to NPS. Lessee will pay the amount billed within 30-days of receipt of notification. Lessee is responsible for obtaining and paying for any phone service that Lessee desires.
- 5.2 The NPS will provide regular trash removal from an NPS provided dumpster. Use of this dumpster is shared by NPS and with other NPS tenants of nearby buildings.

6. MAINTENANCE

- 6.1 The NPS will maintain the building's exterior and grounds, except as provided below, and will maintain fire warning and fire suppression systems. NPS will maintain the heating system and associated mechanical/electrical equipment.
- 6.2 Lessee is responsible for daily cleaning and routine housekeeping, including windows, to be accomplished in a timely manner. Scrubbing methods and application of waxes or other treatments shall be as prescribed by the Superintendent.
- 6.3 The Lessee shall maintain and keep in good order and repair in a timely manner, all interior portions of the leased premises, including but not limited to ceilings, walls, floors, windows, lighting, electrical and plumbing systems within the leased premises.

- 6.4 Drilling holes in or use of mechanical fasteners on the floors, trim, doors, door frames, window sills, sash, and casings is prohibited.
- 6.5 Lessee is responsible for protecting plumbing from freezing and the structure from extreme cold and will therefore maintain the interior of the first floor of the premises at a minimum of 55° F. year around.
- 6.6 Lessee will immediately notify NPS of any malfunction of the heating, ventilating, fire warning, or fire suppression systems. During any periods of reduced or suspended operations, the Lessee will monitor interior conditions and facilitate any necessary entry into leased space (e.g. alarm calls, utility problems, etc.) Lessee will provide an exterior door key for the Skagway Fire Department to make emergency interior access in the event of a fire alarm occurring outside of normal business hours.
- 6.7 The Lessee shall keep boardwalks, porches or other walkways associated with the building free from snow, ice and/or other debris.
- 6.8 All maintenance of historic structures will be carried out in accordance with the Hern/Clipper Building "Historic Structures Preservation Guide," and "The Secretary of the Interior's Standards for the Treatment of Historic Properties."

7. REHABILITATION OF PREMISES

- 7.1 The Lessee shall make all repairs and rehabilitation to the premises in accordance with "The Secretary of the Interior's Standards for the Treatment of Historic Properties" (36 CFR Part 68) and such portions of the proposal for Leasing of Historic Structure submitted by Lessee as are approved by the Superintendent.
- 7.2 The lessee must obtain Superintendent approval prior to any rehabilitation, repair or other work on the premises. The Superintendent will have sixty (60) days after the submittal of proposed work, plans and specifications to approve or disapprove the proposed work.
- 7.3 The Lessee will provide the Government with copies of all drawings and historical data prepared by or for the Lessee.
- 7.4 Upon receiving the Superintendent's written approval, the Lessee shall complete the approved work within ninety (90) days or as otherwise provided by in writing by the Superintendent.
- 7.5 The Lessee shall promptly pay any contractors, subcontractors, and material suppliers who or which may supply labor, work, or materials to the Lessee for rehabilitation or construction work on the premises. Should any lien be made or filed, or notice of lien be filed, the Lessee shall bond or discharge the same within fifteen (15) days thereafter.
- 7.6 During any construction work by the Lessee, the premises are to be maintained free from accumulations of waste materials and rubbish. Daily during progress of work, all areas shall be cleaned and waste materials, debris, and rubbish disposed of in on-site containers provided by the Lessee. All waste materials, debris, and rubbish are to be removed from the premises and properly disposed of at the Lessee's expense.

8. GROUND DISTURBANCE

Unless approved in writing by the Superintendent, the Lessee shall cut no timber, conduct no digging, mining or drilling operations, remove no sand, gravel or kindred substances from the

ground, commit no waste of any kind, or in any manner change the contour or condition of the premises.


9. COMPLIANCE WITH LAW

- 9.1 The Lessee shall comply with all applicable laws, ordinances, rules and regulations of the United States and the applicable state and local government wherein the premises are located.
- 9.2 The Lessee shall provide copies of all licenses and use and occupancy permits to the Superintendent, prior to opening the premises for business.

10. TAXES AND ASSESSMENTS

The Lessee shall pay to the proper authority, when and as the same becomes due and payable, all real estate taxes, assessments, and similar charges, which, at any time during the term of this lease, may be taxed, assessed or imposed upon the Government or upon the Lessee with respect to or upon the premises.

11. INSURANCE

- 11.1 **LIABILITY INSURANCE** The Lessee shall purchase and maintain during the term of this lease Comprehensive General Liability Insurance and Worker's Compensation Insurance in compliance with state laws. The insurance shall cover against claims occasioned by actions or omissions of the Lessee in carrying out the activities and operations authorized hereunder. Insurance shall be not less than \$300,000 per occurrence, covering both bodily injury and property damage. This amount may be revised annually by the Superintendent. All liability policies are to specify that the insurance company shall have no right of subrogation against the United States or its employees, or shall list the NPS as an additional insured.
- 11.2 **FIRE AND EXTENDED COVERAGE** The Lessee shall purchase and maintain such standard fire, extended coverage, and other perils insurance on the premises as is determined by the Superintendent to be necessary to insure the premises to the full replacement value thereof currently determined to be \$135,039.00. This amount may be revised by the Superintendent annually.
- 11.3 **INSURANCE POLICIES** The Lessee shall procure such insurance and, if requested by the Superintendent, furnish true copies of  original policy or policies to the Superintendent.
- 11.4 Nothing herein contained shall be construed as an obligation upon the Government to restore or reconstruct the leased property or any part thereof.
- 11.5 **CERTIFICATES** A certificate or certificates of insurance indicating that the required insurance is in effect shall be provided by the Lessee to the Superintendent. The Lessee shall provide to the Superintendent thirty (30) days advance written notice of any material change in the Lessee's insurance. Updates of certificates of insurance are required within 30 days of renewal.
- 11.6 **DISPOSITION OF INSURANCE PROCEEDS** All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual

expenses incurred in connection with their collection, shall be held by the Lessee in an interest bearing account, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Superintendent, an insurance trustee acceptable to the Superintendent shall hold such proceeds for application in accordance with this Lease.

12. DAMAGE OR DESTRUCTION; DUTY TO RESTORE

If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term, one of the following will occur as directed by the Superintendent:

- (a) the Lessee, as promptly as reasonably practicable and with all due diligence, shall repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or
- (b) the Superintendent may terminate this Lease without liability and the Lessee shall pay to NP as additional rent the insurance proceeds resulting from the damaged or destroyed Premises.

13. INDEMNITY & WAIVER

The Lessee shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for all losses, damages or judgments and expenses resulting from personal injury, death or property damage of any nature arising out of the lessee's activities under the lease, and/or the activities of the lessee's employees, subcontractors, sub-lessees, or agents.

The Lessee hereby waives any claims for damages for any injury or inconvenience to or interference with the Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by the United States exercise of its rights and responsibilities under this Lease or by the actions of the United States taken for the management and protection of the Park Area's resources and visitors.

14. LESSEE FAILURE TO PERFORM

- 14.1 This lease is made on the express condition that if the Lessee shall fail to keep and perform any of the covenants, agreements or conditions of this indenture, then this lease shall become void at the option of the Superintendent.

Provided, that the Superintendent shall first give to the Lessee at least thirty (30) days written notice of intention to forfeit this lease, and shall set forth therein the specific breach of lease and the Superintendent's intention to re-enter the premises and declare this lease forfeited, if such breach be continued.

Such notice shall be served in the manner herein provided and after the expiration of said thirty (30) days notice this lease shall be void and terminated, provided the Lessee is then in default, respecting the complaint of covenant, agreement or condition. The Superintendent shall then be entitled to the possession of premises, and may enter into and upon the same on any part thereof and repossess the same and expel the Lessee and those claiming through or under it and remove their effects without liability and without any prejudice to any other remedies.

- 14.2 It is further agreed that this lease and all rights of the Lessee hereunder shall, at the option of the Superintendent, terminate upon the filing or execution of: (a) a petition in bankruptcy by or against the Lessee; (b) a petition seeking relief of the same or different kind under any provision of the current Bankruptcy Act or its successors; (c) an assignment for the benefits of creditors; (d) a petition or other proceeding against the

Lessee for the appointment of a trustee, receiver or liquidator; the taking by any person of the leasehold created hereby or any part thereof upon execution, attachment or other process of law or equity.

14.3 The waiver by the Superintendent of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of same or any other term, covenant or condition herein. The subsequent acceptance of rent hereunder by the Superintendent shall not be deemed a waiver of any preceding breach by the Lessee of any term, covenant or condition of this lease, other than the failure of the Lessee to pay the particular rental so accepted, regardless of the Superintendent's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by the Superintendent, unless such waiver be in writing executed by the Superintendent. No payment by the Lessee or receipt by the Superintendent of a lesser amount than the rental herein stipulated or described shall be deemed to be other than on account of the stipulated rental, nor shall any endorsement on any check or any letter accompanying any check of payment as rent be deemed an accord and satisfaction and the Superintendent may accept such check or payment without prejudice as to the Superintendent's right to recover the balance of such rent or pursue any other remedy.

14.4 In addition, the Superintendent may terminate this lease for the convenience of the Government at any time, subject to any rights the Lessee may have under law to seek compensation for such termination.

15. INSPECTION

15.1 The right is hereby reserved to the United States, its officers, agents, and employees, to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government. The Lessee shall have no claim of any character on account thereof against the United States or any officer, agent, or employee thereof.

15.2 The Superintendent plans to conduct annual condition inspections of the leased premises and annual inspections and tests of fire warning and suppression systems. Other inspections may be undertaken during periods of heavy use or activity.

16. NO PREFERENTIAL RENEWAL AND RELOCATION ASSISTANCE

No rights shall be acquired by virtue of the lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646. The lessee has no preferential rights of renewal of the lease or to the award of a new lease upon lease termination or expiration.

17. IMPROVEMENTS

Improvements made by the Lessee become the property of the United States. No right for compensation of any nature shall exist for such improvements on the expiration of this lease.

18. VACATING PREMISES

18.1 All personal property provided by the Lessee shall remain the property of the Lessee. On or before the date of expiration, termination or revocation by the Superintendent, the

Lessee shall vacate the premises, remove the personal property of the Lessee therefrom, and return the premises to as good order and condition as that existing upon the date of commencement of the term of this lease.

18.2 Normal wear and tear is expected from Condition No. 18.1 hereof.


18.3 In any case, if the Lessee fails to remove said property or repair the premises, then at the option of the Superintendent, said property shall either become the property of the United States without compensation therefore, or the Superintendent may cause it to be removed and the premises to be repaired at the expense of the Lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and repair work.

18.4 Title to all real property and improvements remains in the United States without cost to the Government.

At the option of the Superintendent, Lessee will remove, at Lessee's expense, alterations, additions or new construction made by the Lessee during the term of the lease.

19. ASSIGNMENT

19.1 The Lessee shall neither transfer nor assign this lease or any property on the premises, nor grant any interest, privilege, or license whatsoever in connection with this lease without the prior written permission from the Superintendent. The parties hereto each agree that this lease shall be binding upon, inure to the benefit of, and be enforceable by their respective assigns and/or any successor in interest.

19.2 Should the Lessee desire to sublease part of this building, a proposal to sublease must be submitted to the Superintendent and approved prior to taking any action. 

19.3 In the event that any sublease, assignment, or transfer is approved, the rent charged to the sub-lessee by the Lessee shall not exceed the same rate (dollars per square foot of leased space) as that paid by the Lessee to the NPS. The Lessee shall continue to make the entire lease payment (for itself and subleased space) to the NPS.

20. AMENDMENTS TO LEASE

This lease may be amended from time to time at the written request of either the Lessee or the Superintendent with the written concurrence of the other party, so long as said amendments are in accord with applicable statutes and regulations.

21. JOINT LEASE

If more than one Lessee is named in this lease, the obligations of said Lessees herein contained shall be joint and several obligations.

22. DELEGATION/SUCCESSION OF AUTHORITY BY SUPERINTENDENT

Except as otherwise specifically provided, any reference herein to the Superintendent shall include duly appointed successors and authorized representatives.

23. ADDRESSES OF SUPERINTENDENT AND LESSEE

All notices to be given pursuant to this lease shall be addressed, if to the Lessee, to:

or if to the Superintendent, in care of:

Superintendent
National Park Service
Klondike Gold Rush NHP
P. O. Box 517
Skagway, Alaska 99840-0517

or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid by certified mail, return receipt requested, in a post office.

24. COMPLIANCE WITH FEDERAL EQUAL OPPORTUNITY LAWS

The Lessee shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967; (b) Title V, Section 503 of the Rehabilitation Act of September 26, 1973, P.L. 93-112, which requires government contractors and subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals, 41 CFR 60-2 which prescribes affirmative action requirements for contractors and subcontractors, the Age Discrimination in Employment Act of December 15, 1967, as amended by P.L. 95-256 of April 6, 1978, and with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment.

25. CONGRESSIONAL CONFLICT OF INTEREST

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

26. NPS APPROPRIATIONS

Nothing contained in this lease shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purpose of this lease for that fiscal year, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

27. EXECUTION OF LEASE

This lease is prepared and executed in two (2) counterparts, and each counterpart shall be considered by the Lessee and United States to be an original.

28. RECORDING OF LEASE

The Lessee shall comply with any statutory requirements, at Lessee's expense, for recording of the lease.

29. CANCELLATION

This lease is subject to cancellation by the Director in the exercise of the sovereign authority of the United States to the extent provided by applicable law.

30. ACCESS TO RECORDS

The Superintendent and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to the records of the Lessee as necessary for lease administration purposes and/or as provided by applicable law.

31. EXHIBITS

The following exhibits are made part of this lease:

- A. DRAWINGS
 - 1. SITE PLAN
 - 2. FLOOR PLANS
 - 3. ELEVATIONS
- B. JOINT SURVEY AND INSPECTION OF GOVERNMENT LEASED PROPERTY

D. CLOSING

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Director of the National Park Service this

_____ day of _____, _____.
(month) (year)

WITNESS:

NPS OFFICIAL

(Signature)

(NAME OF NPS OFFICIAL)

(TITLE)

THIS LEASE is also executed by the Lessee this _____ day, of _____, _____.
(month) (year)

WITNESS:

LESSEE:

(Signature)

(Signature)

NAME _____

ADDRESS _____

SSN or TIN Number, as required by the Debt Collection Improvement Act of 1996

This lease was prepared by the National Park Service, Klondike Gold Rush National Historical Park, Second and Broadway, P. O. Box 517, Skagway, Alaska 99840-0517.

EXHIBIT B

JOINT SURVEY AND INSPECTION OF GOVERNMENT LEASED PROPERTY

INSTRUCTIONS

1. If considered necessary, use a separate sheet for each room surveyed.
2. Additional sheets may be attached for physical characteristics of land and buildings; exterior and interior details of buildings; service facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in Section II of this form, or on Form

3143c. _____

ADDED INSTRUCTIONS (OVERPRINT, IF DESIRED)

SECTION I - PROPERTY DATA AND CONDITION AGREEMENT

LEASE NO. _____

COMMENCEMENT DATE: _____

ACTIVITY/LESSEE: _____

DATE POSSESSION TAKEN: _____ DATE OF THIS SURVEY: _____

TOTAL LEASED BUILDING AREA (SQ.FT.): _____

JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of this survey, the condition of the property is as described herein.

NAME AND SIGNATURE OF
___ LESSEE ___ AGENT

NAME TITLE, AND SIGNATURE
OF U. S. GOVERNMENT REPRESENTATIVE

SECTION II - EXTERIOR CONDITION OF THE PROPERTY
attach sheet for needed items

FLOOR EAVES, DOWNSPOUTS, ETC.

WALLS

WINDOWS AND DOORS (Include storm windows and doors)

FENCING

LAWN, SHRUBBERY, TREES, AND PERENNIALS

WALKS AND DRIVEWAYS

GARAGE AND OUTBUILDINGS

ENTRANCES, ELEVATORS, AND PATIOS

SEWERAGE

REMARKS (Include questioned or disputed items, repairs to be made, etc.) Attach sheet, if necessary.

SECTION III - INTERIOR CONDITION OF INDIVIDUAL ROOM

(Use reverse side for added remarks on questioned or disputed items, repairs to be made, etc. Attach sheet if necessary.)

LEASE NO.
FLOOR NO.

TYPE OF ROOM
ROOM NO.

FLOOR AND FLOOR COVERING (include stairways and stair coverings)

WALLS

CEILING

DOORS AND WINDOWS (Include skylights and other openings)

PLUMBING (Include pipes, toilets, lavatories, drinking fountains, etc.)

ELECTRICAL FIXTURES

HEATING (Include radiators, thermostats, etc.)

WOODWORK (Include trim, baseboard, and hallways)

OTHER EQUIPMENT (Include stove, refrigerator, washer, dryer, etc.)
